

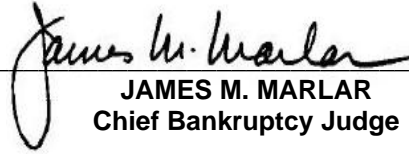
THIS ORDER IS  
APPROVED.



**TIFFANY & BOSCO**  
P.A.

Dated: December 08, 2009

**2525 EAST CAMELBACK ROAD**  
**SUITE 300**  
**PHOENIX, ARIZONA 85016**  
**TELEPHONE: (602) 255-6000**  
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JAMES M. MARLAR  
Chief Bankruptcy Judge

Mark S. Bosco  
State Bar No. 010167  
Leonard J. McDonald  
State Bar No. 014228  
Attorneys for Movant

09-27687/2000065752

**IN THE UNITED STATES BANKRUPTCY COURT**  
**FOR THE DISTRICT OF ARIZONA**

IN RE:

Alexander William Garcia and Ann Jennifer Garcia  
Debtors.

Deutsche Bank Trust Company Americas, as  
Trustee and Custodian for EquiFirst Mortgage Loan  
Trust 2005-1 by: Saxon Mortgage Services Inc. as  
its attorney-in-fact

Movant,

vs.

Alexander William Garcia and Ann Jennifer Garcia,  
Debtors, Trudy Nowak, Trustee.

Respondents.

No. 4:09-bk-24847-JMM

Chapter 7

ORDER

(Related to Docket #11)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefor,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real  
2 property which is the subject of a Deed of Trust dated January 6, 2005 and recorded in the office of the  
3 Pima County Recorder wherein Deutsche Bank Trust Company Americas, as Trustee and Custodian for  
4 EquiFirst Mortgage Loan Trust 2005-1 by: Saxon Mortgage Services Inc. as its attorney-in-fact is the  
5 current beneficiary and Alexander William Garcia and Ann Jennifer Garcia have an interest in, further  
6 described as:

7 Lot 225, of HARTMAN VISTAS, according to the Plat of Record in the Office of the County  
8 Recorder of Pima County, Arizona, Recorded in Book 55 of Maps, Page 42.

9 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written  
10 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance  
11 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement  
12 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against  
13 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

14 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter  
15 to which the Debtor may convert.

16  
17 DATED this \_\_\_\_ day of \_\_\_\_\_, 2009.

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19 \_\_\_\_\_  
20 JUDGE OF THE U.S. BANKRUPTCY COURT  
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